

The Orissa Gazette



EXTRAORDINARY
PUBLISHED BY AUTHORITY

No. 1124, CUTTACK, THURSDAY, JULY 5, 2007/ ASHADA 14, 1929

COOPERATION DEPARTMENT

NOTIFICATION

The 5th July 2007

S.R.O.No.404/2007— Whereas the draft of certain rules further to amend the Orissa Agricultural Produce Markets Rules, 1958 was published as required by sub-section (4) of Section 27 of the Orissa Agricultural Produce Markets Act, 1956 (Orissa Act 3 of 1957), in the extraordinary issue No.240 of the *Orissa Gazette*, dated the 14th February, 2007 under the notification of the Government of Orissa in Cooperation Department No.2251/Coop., Dated the 14th February, 2007 inviting objections and suggestions from all persons likely to be affected thereby till the expiry of a period of thirty days from the date of publication of the said notification in the *Orissa Gazette*;

AND WHEREAS objections and suggestions received in respect of the said draft within the stipulated period have been duly considered by the State Government;

NOW, THEREFORE, in exercise of the powers conferred by Section 27 of the said Act, the State Government do hereby make the following rules, further to amend the Orissa Agricultural Produce Markets Rules, 1958, namely:—

1. (1) These rules may be called the Orissa Agricultural Produce Markets (Amendment) Rules, 2007.

(2) They shall come into force on the date of their publication in the *Orissa Gazette*.

2. In the Orissa Agricultural Produce Markets Rules, 1958 (hereinafter referred to as the said rules), in rule 2, —

(a) after clause (i), the following clauses shall be inserted, namely: —

“(i-a) “Area of Operation” of a Private Market means the area from which agricultural produce are brought into the private market for sale and may extend to the whole of the Market Area within which it is permitted to be established or any part thereof.

(i-aa) "Auxiliary Market Yard" means a facility created for supporting the activities of a Private Market at a location other than the market proper where agricultural produce are delivered by the producers to the licensee of the Private Market or his Agent. "

(b) after clause (ii), the following clauses shall be inserted, namely: —

“(ii-a) "Business" means purchase, sale, processing, value addition, storage, transportation and all other activities connected with the marketing of agricultural produce;

(ii-aa) "Common Varieties of Rice" means all varieties of rice other than Basmati Rice, other aromatic local varieties of Rice such as Kalajira, Jagannath, Pimpudibas, Duvraj, Padmakeshari or by whatever local name known, and varieties classified for the time being by the Food Corporation of India as Grade A varieties."

(c) after clause (iii), the following clauses shall be inserted, namely: —

“(iii-a) "Marketing" means all activities involved in the flow of agricultural produce from the production points commencing from the stage of harvest till these reach the ultimate consumer, viz sorting, grading, cleaning, packaging, processing, storage, transportation, maintaining channels of distribution and all other functions involved in the process;

(iii-aa) "Marketing Charges" means charges on account of or in respect of commission, brokerage, weighing, measuring, hammali (loading, unloading, and carrying) cleaning, drying, sieving, stitching, stacking, hiring, gunny bags stamping, bagging, storing, warehousing, grading, sorting, packaging transporting and processing; and

(iii-aaa) "Market Service Charges" means the charges on account of services provided by the licensee of a Private Market to the purchasers of Agricultural Produce allowed to trade in such a Market.

(d) after clause (v), the following clauses shall be inserted, namely: —

“(v-a) "Private Market" means a market established under Section 6A which includes the market proper as well as any Auxiliary Market Yard established to support its activities;

(v-aa) "Processing" means any one or more of a series of treatments relating to powdering, crushing, decorticating, de-husking, parboiling, polishing, ginning, pressing, curing or any other manual, mechanical, chemical or physical treatment to which raw agricultural produce or its products is subjected; and

(v-aaa) "Processor" means a person who undertakes processing of any notified agricultural produce on his own accord or on payment of a charge";

(e) after clause (ix), the following clauses shall be inserted, namely: —

“(ix-a) "Seller" means a person who sells or agrees to sell any agricultural produce;

“(ix-aa) "Sub-Market Yard" in relation to a market area means a specified place other than the market yard and includes any enclosure, building or locality declared as such in any market area by the State Government by notification"; and

(f) after clause (x), the following clauses shall be inserted, namely: —

“(x-a) "Transit Slip" means a written statement issued by the Licensee of a Private Market or his agent in respect of agricultural produce which has been bought at the said market and is being moved by the buyer to another place for subsequent sale or processing.

“(x-aa) "Value addition" means cleaning, grading, sorting, packing, processing or other activities due to which value is added to agricultural produce".

3. In the said rules, after Part-II, the following parts shall be inserted, namely:—

PART-II A

ESTABLISHMENT OF PRIVATE MARKET

24-A. Licenses for Private Markets: (1) Licenses may be granted for establishment of private markets with the required infrastructure facilities in a modern day market in agricultural produce such as convenient loading and unloading sites, modern weighment facilities, warehouses, pre-cooling facilities, cold storage including controlled atmosphere cold storage, ripening chambers; cleaning, sorting and grading facilities; pack houses , auction halls or platforms with modern auctioning facilities as also shops for ancillary services such as telephone booths etc. Such markets need also provide such minimum amenities as drinking water, lavatories, toilets, and resting place for the convenience of the farmer producers and others using the market.

(2). The Area of Operation of a Private Market and the Notified Agricultural Produce which are traded in the Market shall be specified in the notification issued by the Government official Gazette and shall also be entered in the License:

Provided that common varieties of rice shall always be excluded from the list of commodities which may be allowed to be traded in the Private Market under the license.

(3) A licence granted under sub-rule(1) shall be valid for a period of three years from the date of issue; and may be renewed from time to time subject to the provisions of rule 24-Q.

24-B (1).The license for a private market may be granted for its use solely by the licensee for his own purchases of the agricultural produce specified in the license for any or all of the following purposes, namely:—

- (a) Processing of the agricultural produce in his own processing unit;
- (b) Sale of the agricultural produce directly to consumers or supply to retail or wholesale traders or to any processing unit;
- (c) Grading, sorting, packing or adding value to the produce in any other way for supplying to the wholesale and retail traders; and
- (d) Export of such agricultural produce.

(2) When a license is granted for establishment of a private market for the sole use of the licensee, the license may specify one or more places within the area of operation where auxiliary market yards may be established by the licensee keeping in view the convenience of the producers and the need for such auxiliary yards for the smooth flow of the produce to the market.

Provided that no such auxiliary market yards shall be permitted to be established within one kilometer of an existing market yard or sub-market yard run by the Market Committee.

(3) The licensee shall provide basic minimum conveniences for loading and unloading, cleaning, sorting and grading; weighment and delivery at every auxiliary market yard.

24-C. (1) License for a private market may be granted permitting the market to be used by traders other than the licensee for making purchases of agricultural produce.

(2) No market fee shall be leviable on the transactions undertaken in a private market; but the licensee shall be competent to collect market service charges from such traders as would be permitted by him to operate in his market at such rates as may be fixed by the Government from time to time keeping in view the facilities provided in the market subject to a maximum of 3% of the value of the produce traded.

(3) The licensee of a private market shall pay 5% of the amount collected as market service charges during each month to the Director by the 25th of the succeeding month.

24-D. Application for grant of license for establishment of private market under section 6A-

(1) Any person intending to obtain a license to establish a private market within any market area shall make an application to the Director in Form VI.

(2) The application shall *inter alia* specify the exact location of the proposed market, the names of the commodities proposed to be traded and whether the market will be used by the licensee solely for purchases to be made by him or will be permitted for use by other traders for purchases to be made by them from the producers; and shall be accompanied by

- (i) a Detailed Project Report (DPR) which shall contain details about
 - (a) the extent, exact location and other particulars of the land over which the market is proposed to be established;
 - (b) proposed facilities, for purchase/sale and storage of all notified agricultural produce, live stock or live stock products, and the produce of pisciculture or marine products,
 - (c) proposed facilities for cleaning, sorting, grading, packing, storing and any other manner of value addition, including laboratory facilities, if any, for quality testing of the produce before sale or export;
 - (d) proposed amenities for the farmers / producers who will bring their produce to the market such as drinking water facilities, sanitary facilities and other services such as transport, communication, banking;
 - (e) locations at which auxiliary market yards, if any, are intended to be established; and
- (ii) a statement indicating the sources of finance and the financial capability of the applicant supported by the Income Tax Returns for the previous three assessment years, or, valuation of permanent assets assessed by a Chartered Accountant.
- (3) a Demand Draft in favour of the Director drawn on any Nationalized / Co-operative Bank payable at Bhubaneswar towards the application fee.
- (4) The application fee shall be Rs. 50,000/- if the market is proposed to be established on an area covering upto five acres or Rs.1,00,000/- if the market is proposed over an area exceeding five acres or one or more auxiliary market yards are proposed to be established.

24-E. Grant of License:

(1) The Director on receipt of the application shall evaluate the Project Report submitted by the applicant and may, in consultation with experts / subject matter specialists, suggest such measures as deemed necessary for improving the efficiency of the proposed markets and submit his report with specific recommendations within 30 days to the Government for consideration.

(2) The Government shall consider the application giving due regard to the credentials, experience and proposed plan of the applicant, and the infrastructure proposed to be created for marketing, processing, grading, packing, storing and for sale or export of the produce by way of value addition and may grant a license under section 6 A for establishment of a Private market at the specified location.

(3) The license of a private market shall specify whether the licensee will use the market yard solely for his own purchases of the agricultural produce specified in the license for any or all of the purposes mentioned in rule 24B(1) or whether buyers other than the licensee may trade in the market.

(4) The license for a private market for the sole use of the licensee may specify the details of places within the area of operation where auxiliary market yards may be established by the licensee.

(5) When the license permits a private market to be used by traders other than the licensee to make purchases in the market the license shall specify the maximum rate of market service charges which the licensee shall be competent to collect from such traders keeping in view the facilities and the services provided.

(6) The License shall be in Form-VII and copies of every License for a Private Market shall be communicated to the Director, who shall maintain a Register of Licenses issued for Private Markets, RMC-wise in Form-VII. A register of Licenses issued shall also be maintained by the Government.

24-F. Disqualifications of a person for establishment of private market under section 6A (3) (d)- License shall not be granted for establishment or to continue a private market, if the applicant:

- (1) has established or has been continuing a private market or is found to be trading in agricultural produce in contravention of the provisions of the Act and these rules; or
- (2) has been found guilty of violation of any provision under the Act and the rules; or
- (3) has questionable *bona fides*;

24- G. Commencement of Operations : (1) The Director, on receipt of intimation from the licensee that adequate facilities have been created in the market and at the auxiliary market yards if any, shall make an inspection to satisfy himself about the adequacy of the facilities for smooth trading and upon being satisfied shall allow commencement of trading in the market.

(2) Any Licensee aggrieved by a decision of the Director may prefer an appeal to the Government within a period of thirty days.

(3) When permission for commencement of trading has been accorded, the Director shall forward a copy of his communication to Government and make an entry in the Register of Licenses maintained by him.

24-H. Conditions of Licence: Every Licence granted under rule 24-B shall be subject to the following conditions.

(1) The licensee may use the private market for trading only in the agricultural produce specified in the license.

(2) The licensee shall maintain all the books and records which are prescribed under these rules and submit these to the prescribed authorities regularly.

(3) The licensee shall provide the infrastructure facilities in the market and the auxiliary market yards which are required for smooth trading.

(4) The licensee shall keep the premises clean and in a suitable condition for storage of agricultural produce.

(5) The licensee shall be responsible for the safe custody and protection of agricultural produce brought to the private market for sale or storage.

(6) The licensee shall get the business premises insured against fire or other natural calamities

(7) The licensee shall abide by all the provisions of the Act and the rules made there under and orders issued by the Government from time to time.

(8) The licensee shall not indulge in any activities and practices which are detrimental to the interest of trade and proper functioning of the private market.

24- I. (1) The licensee shall ensure that the market functions properly and the interests of the farmers are protected and that transactions are carried out honestly and according to the principles of fair dealing.

(2) The licensee and all other traders making purchases of agricultural produce shall make the payment of sale proceeds to the farmers / producers on the day of sale, making only such allowances and deductions as are permitted in the rules.

24-J. (1) The licensee shall maintain and display daily rates and arrivals of all agricultural produce arriving at the market and exhibit the same in Oriya, Hindi and English at a conspicuous place.

(2) The licensee shall also obtain and exhibit in the market the latest rates of different commodities prevailing in the Regulated Market within whose jurisdiction the private market is situated.

24-K (1) When any agricultural produce purchased at a private market is transported by the purchaser within the market area or then enter to another market area it shall be supported by a Transit Slip in *Form-IX* issued by the Licensee or his agent and that would be evidence that the goods have been legitimately purchased from the producers, and no more market fees are leviable on the said goods in any market area within the state.

(2) If the Director or any Officer authorized by him, has reason to suspect that the licensee has purchased, sold, processed or transported any notified agricultural produce in contravention of any of the provisions of the Act or these rules, he may, by communicating in writing to the licensee, require such account, registers or other documents as may be necessary to be submitted to him on proper receipt for verification.

24-L. The Director or any other Officer not below the rank of Assistant Director authorized by him shall have power to inspect a private market established under a license under these rules and direct the licensee to produce before him the accounts and other documents and to furnish any information relating to stocks of agricultural produce traded in the market or processed at the facilities existing therein. Every trader other than the licensee trading in the market also shall produce all such records to such authority.

24-M. (1) The licensee shall submit to the Director in Form X Monthly Returns of purchase and sale of different agricultural produce including processed goods made in the market and at the auxiliary market yards, if any, by the 25th of the succeeding month.

(2) The licensee shall, before the 30th June of every year, submit to the Director in Form XI, a statement of transaction undertaken by him as well as other traders in the market and auxiliary market yards during the previous financial year ending 31st March.

(3) The Director may accept or reject the statement submitted to him by the licensee after necessary examination and verification on the basis of information available with him and shall assess the balance amount if any payable by the licensee and collect the assessed amount.

24-N. Any disputes between the farmer producers and the management of the private market, shall be referred to the Director or an Officer not below the rank of Assistant Director authorized by him in this behalf, who shall decide the disputes after giving all parties interested an opportunity of being heard and his decisions shall be final and binding on both the parties.

24-O. Renewal of license under section 6A (4)—

(1) Application for renewal of the license for continuing of the private market shall be made by the licensee in *Form XII* to the Secretary to Government, Cooperation Department through the Director at least 30 days before the date on which the license is due to expire.

Provided that the authority competent to renew a license may, on the payment of penalty of Rs.5, 000/-, by the applicant, entertain an application for renewal made after the date of expiry of the license.

Provided further that no application for renewal of license shall be entertained after the expiry of 30 days from the date of expiry of the license or renewal and it shall be treated as a fresh application.

(2) Every such application shall be accompanied by;

- (i) A Demand Draft of Rs.10,000/- (Rupees Ten Thousand only) drawn in favour of the Director payable at Bhubaneswar, towards renewal fee.
- (ii) A report on the implementation of the infrastructure facilities
- (iii) Clearance Certificate regarding payment of dues to the Director, the concerned Regulated Market Committee, the VAT and Entry TAX Authorities and other local authorities, if any.

24- P. (1) The State Government shall renew the license if the licensee has provided the proposed infrastructure facilities in the market and operated the market properly and in compliance with the provision of the Act and these rules and communicate this in Form XIII.

(2) Every renewal of a license granted under this rule shall be for a period of one year and shall be deemed to have come into effect from the day following the date on which the subsisting license expired.

(3) Renewal of license may be refused if the licensee

- (i) is found to be trading in agricultural produce in contravention of the provisions of the Act and these rules;
- (ii) has been found guilty of violation of any provision under the Act and Rules; or
- (iii) the Government is satisfied that the continuance of the private market is not going to promote the interest of the farmer producers.

24-Q. **Suspension or cancellation of license under sub-section (1) of Section 6-B.**

(1) If the Government, on receipt of a report from the Director or otherwise, is satisfied that a licensee is *prima facie* in breach of any of the material provisions of the Act or these rules or any of the conditions, subject to which the license has been granted or renewed, it may issue a notice to the defaulting licensee asking him to show cause within 15 days from the date of receipt of the notice, as to why the license granted to him or renewed in his name, shall not be suspended or canceled.

(2) After considering the response and giving the licensee an opportunity of being heard, the Government may suspend or cancel the license or, if satisfied that there is no substance in the alleged violations, may drop the proceeding.

24-R. (1) The license shall not be transferable.

(2) The licensee shall, on the expiry or soon after termination of the license, or on demand, surrender his license to the Government against receipt to be given to the licensee in this connection.

(3) In the event of suspension or cancellation of license, the licensee shall forthwith stop using the market and the auxiliary market yards if any for the purpose of sale and purchase of any notified agricultural produce.

CONTRACT FARMING

24-S. Registration of Contract Farming Sponsor- (1) Every person intending to enter into marketing activities as a Contract Farming Sponsor within any market area of the State, shall make an application to the concerned Market Committee for registration in *Form XIV* and shall deposit a sum of Rs.2,000/- (Rupees two thousand) only as registration fee for the purpose. Where a Contract Farming Sponsor intends to take up contract farming activities in more than one Market Area, he shall make separate applications for registration in each such Market Area.

(2) Every such application for registration shall be in duplicate and shall be accompanied by

(i) A Demand Draft of Rs.2, 000/- in favour of the Market Committee drawn on any Nationalized / Co-operative Bank payable at its Headquarters, and

(ii) Passport size photograph of the applicant or the person authorized along with the following particulars—

1. Name of the applicant or authorized person,

(b) Place and particulars of business for which registration is required, and

(c) Such other information as may be required.

(3) A copy of the application for registration along with all its enclosures shall simultaneously be furnished by the applicant to the Director along with application in Form XV addressed to him seeking clearance of Government for such registration.

(4) The Director shall examine the application and submit his report to the Government with specific recommendation for consideration within 15 days from the date of receipt of the application. The Government may issue orders giving clearance for the registration of the Contract Farming Sponsor to take up Contract Farming in the concerned Regulated Market Committee(s) area and intimate this fact to the Director and Regulated Market Committee(s) concerned in *Form XVI*.

(5) The Regulated Market Committee, thereupon, shall register the Contract Farming Sponsor in the Register of Contract Farming Sponsors maintained in *Form XVII* and issue a certificate to each successful applicant in *Form XVIII*. The registration shall be valid upto the end of the financial year in which it is effected.

(6) Registration of a Contract Farming Sponsor shall be renewed for a period of one year by the concerned Regulated Market Committee on an application made by the Contract Farming Sponsor.

(7) Application for annual renewal of registration shall be made to the Regulated Market Committee in *Form XIX* at least 30 days before the expiry of registration and the applicant shall deposit a sum of Rs.1, 000/- as renewal fee which if not applied for within

the stipulated time, may be considered only on payment of a fine of Rs.15/- for each day of delay:

Provided that no application for renewal of registration shall be entertained after the expiry of 30 days from the date of expiry of registration or renewal and same shall be treated as a case for fresh registration.

(8) If registration or renewal is not granted for reasons, other than non-compliance of requirement of the conditions under the Act, the registration or renewal fee, as the case may be, shall be refunded after retaining 5% of the fee paid towards administrative charges.

24.T Contract Farming Agreement- (1) The Contract Farming Sponsor shall enter into an Agreement in *Form XX* with every Contract Farming Producer and shall furnish copies of each such Agreement to the Regulated Market Committee. The copies of Agreements shall be kept on record by the Secretary of the concerned Market Committee in a Register maintained for the purpose in *Form XXI*.

(2) The Agreements for Contract Farming may be seasonal or annual. All seasonal or annual Agreements shall be entered into before sowing of the crops In case of horticultural tree crops, the time of Agreements may be at the stage of flowering, or at any stage deemed appropriate by the parties to the agreement.

(3) The Contract Farming Agreement shall contain a description of the farm, land survey number, specification of farm produce, specification of quality, specification of commodity contracted, crop delivery Agreement, insurance coverage etc. as well as details of the price to be paid for the produce indicating the mode of payment to be made to the Contract Farming Producer.

(4) The Contract Farming Sponsor shall be responsible for taking possession of the produce at the farm or at an agreed place and for making arrangements for unloading, sorting, grading or other quality checks as necessary and weighing the produce at his cost, and issuing a Purchase Bill in *Form XXII* indicating the quantity, price and value of the produce purchased, and for making payment, within such period not exceeding three days as may be agreed, of the amount receivable by the Contract Farming Producer after adjustment of the advances and cost of inputs and services, if any, received by such producer earlier.

(5)The registering authority shall examine the Agreement and ensure that the interests of the Contract Farming Producers are protected and if in his opinion such an Agreement shall result in exploitation of the Contract Farming Producer or is otherwise detrimental to the interests of the Contract Farming Producer, the registering authority may refuse to register the Agreement, after giving an opportunity to all the parties to the Agreement or any other party whose interest will be affected by the Agreement of being heard.

(6) A decision to register or to refuse registration of any Contract Farming Agreement shall as far as practicable be taken within a period of 15 days from the date of submission of the agreement for registration.

24-U. (1) Dispute and their redressal -All petitions seeking a redressal of disputes under sub-section (3) of section 6D of the Act, shall be in writing and such petitions shall be accompanied by-

- (i) A statement of the subject matter of the dispute;
- (ii) A statement of the claim;
- (iii) A copy of the relevant Contract Farming Agreement;
- (iv) Such other statement or records as may be necessary to support the claim;

(2) Verification of petitions - Every dispute petition shall be verified and signed by the party or by one of the parties submitting the petition and shall state the date on which and the place at which it was signed.

(3) Written Statement- The defendant may, at or before the first hearing or within such time as the Director or other officers hearing the dispute may permit, present a written statement of his defence.

(4) Fees for filing of dispute- A fee of Rs.10.00 on each petition shall be paid by way of affixing of court fee stamp.

(5) Procedure for settlement of dispute—

- (i) The Director may, on receipt of a reference of a dispute under sub-section

(3) of Section 6D,—

- (a) decide the dispute himself, or
- (b) transfer it for disposal to any person who has been vested by the Government with powers in that behalf.

(ii) The Director may withdraw any reference transferred under clause (i) and decide it himself or transfer the same to another person so vested with the powers.

(6) The Director or any other person to whom the dispute is referred for decision under this rule may, pending the decision of the dispute, make such interlocutory orders as he may deem necessary in the interest of justice.

(7) In the proceedings, the Director or the person to whom the dispute is transferred or referred for disposal, shall fix the date, hour and the place of hearing of dispute and issue notice to the parties concerned at least 7 days before the date fixed for hearing of the dispute.

(8) Award or Decision— The Director or any person deciding the dispute shall, record a brief memorandum of the evidence of the parties and witnesses and upon the evidence so recorded and after consideration of any documentary evidence produced by the parties, a decision or award, as the case may be, shall be given on principles of justice

and equity within 30 days from the date of reference. The decision shall be communicated to all the parties concerned immediately.

(9) Consequence of non-appearance of parties—

(i) When neither party appears, and the case of dispute is called for hearing then the case shall be dismissed.

(ii) Where the defendant appears and the petitioner does not appear and the case is called for hearing the case shall be dismissed.

(iii) When a case is dismissed for non-appearance of the petitioner, he may apply to set aside the dismissal order on showing sufficient cause for his previous non-appearance within a period of 30 days from the date of passing of the order.

(iv) When the petitioner appears and the defendant does not appear and the case is called for hearing, the hearing may proceed *ex parte* provided the summons were duly served on the defendant.

(v) When in any case in which a decision is passed *ex parte* against the defendant he may apply for an order to set aside and upon his satisfying that he was prevented by sufficient cause from appearing when the case was called for hearing, an order setting aside the decision as against the defendant shall be passed and a date shall be appointed for hearing of the case.

(10) Disposal of Records—The original records of the proceedings after the decision has been delivered shall be kept in such place in such manner as the Director may direct, and any document or record tendered by a party in any dispute may, on application be returned to the party after the disposal of the appeal, if any, or after the period of appeal is over.

(11) Certified Copies— A copy of the decision or award shall, on application be given to a party by the Director or any person authorized by the Director duly certified on payment of fees of Rs.10.00 for each page or part thereof within 7 days from the date of application.

24-V. Filing and disposal of appeal under sub-section (4) of section 6D-

(1) An appeal under section 6D shall be presented by the appellant in person during office hours or sent by registered post.

(2) Every appeal shall be accompanied by a certified copy of the order against which appeal is preferred.

(3) Every appeal shall, —

(i) be typewritten and legible;

(ii) specify the name and the address of the appellant and also the name and address of the opposite party;

- (iii) state by whom the order against which the appeal is preferred, was made;
- (iv) clearly state the grounds on which the appeal is made;
- (v) state precisely the relief which the appellant claims; and
- (vi) give the date of the order appealed against.

(4) On receipt of the appeal, the appellate authority shall endorse on it the date of its receipt.

(5) If the appellate authority finds that the appeal presented does not conform to any of the provisions, of the Act / Rules it shall make note on the appeal to that effect and may call upon the appellant to rectify the defect within such period as it may fix.

(6) After the defect is rectified, the appellate authority shall fix the date, hour and place of hearing of the appeal and issue notice to the parties concerned in the form specified by it at least 7 days before the date fixed for hearing of the appeal.

(7) If the appellant fails to rectify the defects within the fixed period, the appellate authority may dismiss the appeal.

(8) Any appeal not filed within the prescribed time limit may be admitted when the appellant satisfies the appellate authority that he had sufficient cause for not preferring the appeal within such period.

(9) On the date so fixed, the appellate authority shall go through the relevant papers, hear the appellant and defendants, if present and pass order on the appeal.

(10) The appellate authority may, at its discretion, adjourn to any other day hearing of any appeal at any stage.

(11) When the hearing of the appeal is completed, the appellate authority shall announce its judgment forthwith or may reserve it for a subsequent date in which case, the judgment shall be communicated to the parties.

24-W Award of Costs— The Director and the Appellate Authority may award any costs to the defaulting party in any dispute if he finds that the dispute or the appeal has been filed with the sole intention of using the process to harass the opposite party or if the circumstances of the case so warrants otherwise.

24-X Annual Account- A Contract Farming Sponsor shall submit annual accounts in Form XXII before 30th June every year to the Secretary of the Market Committee concerned in respect of all transactions in respect of the contract farming activities undertaken by him during the previous financial year”.

4. In the said rules, after *Form V*, the following Forms shall respectively be inserted, namely:—

15
FORM-VI

FORM OF APPLICATION FOR ESTABLISHMENT OF PRIVATE MARKET
(See Rule 24-D)

1. Name of Applicant :
2. Address
3. Other Particulars
 - (a) In case of Individuals
 1. Father's Name :
 2. Age :
 3. Sex :
 4. Name of Current Business :
 5. Income Tax PAN No. :
 6. VAT Registration No. :
 - (b) In case of a body corporate
 1. Whether a Private or Public Limited Company
or a Partnership Firm or a Co-operative Society
or any other (specify) :
 2. Nature of Current business :

[N.B. Companies / Firms / Cooperatives
to furnish relevant documents
relating to their incorporation]
4. Location of the proposed market
 - i. Name of the Regulated Market Committee
within whose area it lies :
 - ii. Village / Town / City with area name :
5. Particulars of land on which the market will be developed
 1. Extent of land in acres :
 2. Revenue Record Details :

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 3. Whether the land is in possession of applicant and
readily available for construction of the Market :
 6. Whether the Market is proposed to be used solely by the Applicant
or will be thrown open to other persons for making purchases :

7. (a) In case the Market is proposed for sole use of the Applicant,
the number of Auxilliary Market Yards proposed with details :

| Sl | Location of the Auxilliary Yard | Extent of area | Revenue Plot Nos | Khata Nos |
|----|---------------------------------|----------------|------------------|-----------|
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(b) Whether the lands indicated are available for construction of
the Auxilliary Market Yards and are in possession of the Applicant :

8. Agricultural Produce proposed to be traded in the Market

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| | | | | | | |
| | | | | | | |

9. If the Market is for the sole use of the Applicant, indicate the purpose
for which the Agricultural Produce will be purchased (see Rule 24-B(1))

10. Whether the proposed Market intends to receive agricultural produce
from the entire Market Area within which it is proposed to be located
or a part thereof; if part specify :

11. Facilities proposed to be established and services :
proposed to be provided at the Market
(a Detailed Project Report to accompany)

It is verified that the facts submitted above are true to the best of my knowledge and belief.

Yours faithfully,

(Signature of Applicant /
Person authorised by a Body Corporate)

Place _____ Date _____

ENCLOSURES :

- 1.
- 2.
- 3.
- 4.
- 5.

GOVERNMENT OF ORISSA
COOPERATION DEPARTMENT

FORM VII
LICENSE FOR ESTABLISHMENT OF PRIVATE MARKET U/S 6A(1)
(See Rule 24-E (6))

LICENSE No.

1. This License is issued for establishment of a Private Market under sub-section (1) of section 6A of the Orissa Agricultural Produce Markets Act, 1956 in favour of -----

----- for the marketing, sale and purchase of Notified Agricultural Commodities within the Market Area of ----- in the District of -----.

2. The Market shall be located within the limits of the following plots of land , namely,

| Name of the Village | Sl. No | Plot No | Area in Ac | Khata No |
|---------------------|--------|---------|------------|----------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | Total | | | |

3. The following notified Agricultural commodities only can be brought into the Market for sale or value addition through other marketing activities

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

4. Agricultural commodities grown by producers within the geographical limits specified below can be brought into the Market or any of the Auxilliary Market Yard for sale or value addition:

5.The Market shall be used only by the Licensee for purchasing the Agricultural Commodities mentioned herein for the purpose of

- 1.....
- 2.....
- 3.....
- 4.....

5*. The Licensee may allow other traders to make purchases of any notified agricultural Commodity permitted to be traded therein.

6. The License carries with it the permission to set up Auxiliary Market Yards at the following places limited within the plots of land mentioned against each

| Sl No. | Place where Auxilliary Market Yard will be set up | Plot Nos. with area in Ac. & Khata No | Total Area |
|--------|---|---------------------------------------|------------|
| | | | |
| | | | |
| | | | |
| | | | |

6*. The Licensee may collect from the other traders who are allowed to use the market for making purchases Market Service Charges not exceeding ---% of the value of the commodities purchased in the Market.

7. The Licensee shall start operation of the Market only after the Director, Agricultural Marketing , on being satisfied that adequate facilities have been created in the Market and the Auxilliary Market Yards if any for the smooth conduct of trading has allowed operations to commence.

8. The License shall be valid for a period of three years subject to renewal on a yearly basis on the licensee continuing to fulfill the conditions and discharging all the liabilities under the license.

9. The license shall be subject to the conditions and restrictions imposed under Rules 24-H,24-I,24-J, 24-M, 24-N and 24-R in particular and all other provisions of the OAPM Act, 1956 and the OAPM Rules 1958.

Seal &Signature of
Authorised Officer

Date

Place

(*NB :- Retain either 5&6 OR 5*&6**)

FORM VIII

FORM OF REGISTER OF LICENSES FOR PRIVATE MARKETS
(SEE Rule 24-E (6))

(1) Name of the RMC :

(2) Name of the Private Market

(3) License No.

(4) Date & year of issue of license

(5) When last renewed

(6) Place of location i.e village / town

(7) Name & Address of the licensee

(8) License for sole use by licensee or
also by other Traders

(9) Specific location of the market (land particulars):
and area in Ac.

(10) Location of Auxilliary Markets, if any

| Sl No. | Place of Location | Land Particulars | Area |
|--------|-------------------|------------------|------|
| | | | |
| | | | |
| | | | |

11. Maximum rate of Market Service Charges allowed

12. Notified agricultural commodities permitted to be traded :

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

TRANSIT SLIP

IN RESPECT OF NOTIFIED AGRICULTURAL COMMODITIES
 BOUGHT IN A PRIVATE MARKET MOVING TO ANOTHER PLACE
 (see Rule 24-K)

To whom so ever it may concern

The notified agricultural commodities of the following description, namely,

| Sl No | Name of Commodity | Quantity |
|-------|-------------------|----------|
| | | |
| | | |
| | | |
| | | |

being transported in the carriage bearing Registration No. -----, have been
 duly sold at the -----Private Market; bought by their present
 owner, namely, -----; and are being transported
 to ----- in the course of trade. Hence no
 more Market Fees are leviable on these goods in any Market Area of Orissa state; and these should
 be allowed an unhindered passage in every Market Area.

Signature of Authorised Functionary,

----- Private Market for Agricultural Produce.

FORM X

MONTHLY RETURN

MONTHLY RETURN ON TRANSACTIONS IN AGRICULTURAL PRODUCE AT PRIVATE MARKETS

(see Rule 24-M(1))

1. Name of the Private Market :
2. Name & Address of the Licensee :
3. Report for the Month of :
4. Particulars of Transactions at Main Market :

5. Particulars of Transactions at Auxilliary Markets

| Sl. No | Name/ Class of the Agricultural Produce | Quantity Purchased in main Market | Value (Rs. Lakh) | Quantity Purchased in Auxilliary Market | Value (Rs. Lakh) | Total Value at all Markets |
|--------|---|-----------------------------------|-------------------|---|-------------------|----------------------------|
| | | | | | | |
| | | | | | | |
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| | | | | | | |
| | | | | | | |
| | | | | | | |
| | Total Value | | | | | |

6. Total Value of Purchases by

- a. Licensee at main market :
- b. Other Traders at main market :
- c. Licensee at Auxilliary Markets, if any :

TOTAL

:

7. Market Service Charges Collected by Licensee:

8. Amount Deposited by Licensee towards payment to Government with detailed particulars :

Signature of Licensee
or his Authorised Functionary

Date

Place

FORM XI
ANNUAL RETURN ON TRANSACTIONS IN PRIVATE MARKETS
(including Auxiliary Market Yards)
[See Rule 24-M (2)]

RETURN FOR THE FINANCIAL YEAR

1. Name of Private Market : _____
2. Name of Licensee : _____
3. License No. : _____
4. License Valid till / renewed upto : _____
5. Monthly details of transactions; Market Service Charges collected and payments to Govt.

6. Balance Payment due / Excess payment made to Govt.:

Signature of Licensee

FORM XII

APPLICATION FOR RENEWAL OF LICENSE OF PRIVATE MARKETS U/S 6A(4)
[See Rule 24-O]

1. Name and Address of Licensee :
2. License No. :
3. Name & Location of existing Market :
4. Land particulars of the site of existing market :
5. Whether Market open to other traders or for sole use by Licensee :
6. Particulars of Auxiliary Market yards if any :

| Sl. No. | Places where Auxilliary Market Yards existing | Particular of Land on which located |
|---------|---|-------------------------------------|
| | | |
| | | |
| | | |

7. (a) Date of issue / last renewal of exiting Licensee :
- (b) Date upto which licensee valid / renewed :
8. Status of Development of Market and Facilities created (a report on implementation of project is to be annexed)

| | |
|---|---|
| 9. Performance Record | : |
| (a) Value of commodities traded during last financial year | : |
| (b) Whether charged for: | |
| (i) trading in any Notified Agricultural Commodities not covered by the License | : |
| (ii) any other contravention of the provision of the Act / Rule | : |
| (iii) Non-compliance of any conditions / restrictions imposed by the Licensee | : |
| 10. Whether any dues payable to Govt. under the Rules is outstanding | : |

Signature of Licensee or
Authorised Person

FORM XIII

FORM OF RENEWAL OF LICENSE FOR PRIVATE MARKETS U/ S 6.A(4)
[See Rule 24-P (1)]

1. The License for Private Market bearing No..... in respect of the _____ market located at _____ in the _____ Market Area in the District of _____ situated on the land comprised of Plot Nos. _____
_____ of Khata No. _____ of Village _____ of _____ Tahsil issued in favour of _____
_____ is hereby renewed for a period of one year.

2. This renewal carries with it the permission to continue the Auxiliary market yards at the following locations.

| SI No | Place where Auxilliary Market Yards are located | Particulars of Land on which located |
|-------|---|--------------------------------------|
| | | |
| | | |
| | | |
| | | |

3. This renewal will be valid upto _____ (date) and subject to all the conditions and restriction of the original License.

Seal & Signature of
Licensing Authority

Date :

Place:

FORM XIV

FORM OF APPLICATION FOR REGISTRTRION WITH THE RMC
AS A CONTRACT FARMING SPONSOR U/S 6.D
[See Rule 24-S (1)]

1. Name of Applicant :

2. Address

3. Other Particulars

(a) In case of Individuals

1. Father's Name :
2. Age :
3. Sex :
4. Nature of Current business :
5. Income Tax PAN No. :
6. VAT Registration No

(b) In case of a body corporate

1. Whether a Private or Public Limited Company or a Partnership Firm or a Co-operative Society or any other (specify) :
2. Nature of Current business :

[N.B. Companies / Firms / Cooperatives
to furnish relevant documents
relating to their incorporation]

4. (a) Purpose for which the commodities are required by the Applicant.

(b) Has the Applicant got his own retail or wholesale business
or processing unit (give place and particulars) for which the
commodities are required.

5. Does the Applicant propose to supply the commodities :
to other users *viz.* Retailers, wholesalers, distributors
or processing units; and if so does he have any
arrangements with them (briefly indicate and furnish
supporting documents, if any)

6. Estimated quantity (in Qtl.) of different commodities proposed to be produced through contract farming during the year and their estimated value:

| Sl. No. | Name of Produce | Quantity Planned (Qtls) | Estimated Value (Rs) |
|---------|-----------------|-------------------------|----------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

7. Financial arrangements made and sources of finance :

for meeting the cost of the commodities to be produced under Contract Farming during the year
 [NB: Bankers' certificate or other documents in support of financial arrangements and adequate liquidity to be furnished]

8. (a) Has application been made for registration in any other market area?

(b) If so, names of such market areas

Signature of Applicant/Authorised Person

Date :

Place:

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FORM XV

FORM OF INTIMATION TO DIRECTOR FOR GOVERNMENT CLEARANCE
FOR REGISTRATION OF CONTRACT FARMING SPONSORS
[See Rule 24-S (3)]

1. Name of Applicant :
2. Address :

3. Market Area in which contract farming will be sponsored:
4. Notified commodities in which contract farming will be sponsored:

| | | |
|--|--|--|
| | | |
| | | |
| | | |

5. Whether the commodities are required for
 - (a) Own use in retail or wholesale trade
 - (b) Supplying to other wholesale or retail/traders
 - (c) Use in own processing industry
 - (d) Supplying to others processing industry
 - (e) Directly exporting or supplying to an exporter
6. Whether the intended contract will be only for :
the purchase of the produce or also for providing
technical support services and inputs.

7. Estimated value of the commodities production of
which will be sponsored under contract farming
and the mode of funding the purchase thereof
(Give details of financing arrangements
with documents in support thereof)

Signature of Applicant

Date :

Place:

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FORM XVI

CLEARANCE OF THE GOVERNMENT
FOR REGISTRATION OF CONTRACT FARMING SPONSOR
[See Rule 24-S (4)]

To

The Director,
Agricultural Marketing, Orissa, Bhubaneswar
The Secretary,
Regulated Market Committee of

1. Government after careful consideration of the application have cleared the case of

(Name of the person or firm with full address) for registration as a Contract Farming Sponsor to take up Contract Farming activities within the Market Area in the District of

2. This clearance will be valid in respect of the following Notified Agricultural Commodities.

| | | |
|--|--|--|
| | | |
| | | |
| | | |

3. The registration shall take effect from the date the Regulated Market Committee will issue the Certificate of Registration and will remain valid till the 31st day of March

Seal & Signature
of the appropriate Authority

Date :

Place:

FORM XVII

FORM OF REGISTER OF CONTRACT FARMING SPONSORS MAINTAINED BY RMCs
[See Rule 24-S (5)]

1. Registration No. _____

2. Date of Registration _____

3. Name of the Contract Farming Sponsor

4. Business Address

5. Notified Commodities in which Contract Farming may be taken up

| | | |
|--|--|--|
| | | |
| | | |
| | | |

6. Date from which the registration will take effect

7. Date on which the registration will expire.....

8. Date upto which renewed last

(a)

(b)

(c)

(d)

(e)

Signature

Full Name in Block Letters

Designation of Authorised Officer/

Registering Authority

Place:

FORM XVIII

CERTIFICATE OF REGISTRATION AS CONTRACT FARMING SPONSOR
[See Rule 24-S (5)]

REGULATED MARKET COMMITTEE OF

DISTRICT

This is to certify that _____

(Name) has been registered as a Contract Farming Sponsor in the _____
Market Area in the District of _____
with the following particulars.

1. Registration No. _____

2. Business Address :

3. Notified Agricultural Commodities in which Contract Farming may be Sponsored

| | | |
|--|--|--|
| | | |
| | | |
| | | |

4. Date from which the registration shall take effect _____

5. Date on which the registration shall expire _____

6. Details of Renewal:

| Sl. No. | Date upto which renewed | Signature of RMC Authority |
|---------|-------------------------|----------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

Seal & Signature of RMC Authority

Date _____ Place _____

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FORM XIX

FORM OF APPLICATION FOR RENEWAL
OF REGISTRATION OF CONTRACT FARMING SPONSOR U/S 6 D
[See Rule 24-S (6)]

To
The Secretary,
Regulated Market Committee of

Following facts are submitted along with the Certificate of Registration in original with a request for the renewal of registration as Contract Farming Sponsor.

1. Name of the Contract Farming Sponsor _____
2. Business Address _____

3. Registration No. _____
4. Date on which the registration shall expire _____
5. Period upto which registration is sought to be renewed _____
6. Estimated quantity (in Qtls) of different commodities proposed to be produced during the year through contract farming and their estimated value :

| Sl. No. | Name of Produce | Quantity Planned (Qtls) | Estimated Value (Rs) |
|---------|-----------------|----------------------------|-------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

7. Financial arrangements made and sources of finance for meting the cost of the commodities proposed to be produced under Contract Farming
[NB: Bankers' certificate or other documents in support of financial arrangements and adequate liquidity to be furnished]

8. (a) Value of purchases made from Contract Farming :

Producers during the last financial year

(b) Amount paid to producers including advances, cost of inputs and services etc. during the previous year :

(c) Amount outstanding to be cleared, if any :

9. Whether charged with any contravention of any provision :

of the OAPM Act or Rules (if yes, give details)

10. Whether fee for renewal and penalty if any due has been paid :

(please furnish proof)

Date _____

Signature of the Applicant

Place _____

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FORM XX

FORM OF AGREEMENT FOR CONTRACT FARMING UNDER SECTION 6D
[See Rule 24-T (1)]

THIS AGREEMENT is made and entered into at _____ on the _____ day of _____, 200_____ between Shri / Smt. / Kum. _____ age _____ residing at _____ Post _____, P.S. _____, District _____ hereinafter called the party of the FIRST PART (which expression shall unless repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns),

AND

Shri / Smt. / Kum. _____, age _____ residing at _____, Post _____, P. S. _____, District _____ hereinafter called the party of the SECOND PART (which expression shall unless repugnant to the context or meaning thereof mean and include his / its successors and assigns),

WHEREAS the party of the First part is the owner / cultivator of the agricultural land bearing the following particulars:

| Village and G.P. | Plot No. and Khata No. | Area to be covered | Classification of land in RoR | Tahasil & Block | District |
|------------------|------------------------|--------------------|-------------------------------|-----------------|----------|
| | | | | | |
| | | | | | |
| | | | | | |

AND WHEREAS the party of the Second part is trading in agricultural produce and also providing technical know-how in respect of land preparation, nursery, fertilization, pest management, irrigation, harvesting and like things;

AND WHEREAS the party of the Second part is interested in the items of the agricultural produce more particularly mentioned under clause (i) below and at the request of the party of the Second part, party of the First part has agreed to cultivate and produce those items of agricultural produce for supplying to him;

AND WHEREAS the parties hereto have agreed to reduce in writing the terms and conditions in the manner hereinafter appearing;

NOW, THESE PRESENCE WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

(i) The party of the First part agrees to cultivate in his above mentioned lands the following agricultural produce for delivering to the party of the Second part as per the terms and conditions of the agreement.

| Sl. No. | Particulars of Land | Area (in Ac.) | Crop to be grown | Particulars of variety, if any. | Other specifications |
|---------|---------------------|---------------|------------------|---------------------------------|----------------------|
| 1 | 2 | 3 | 4 | 5 | 6 |
| | | | | | |
| | | | | | |

(ii) The party of the first Part agrees to deliver to the party of the Second Part the following quantities of each item of agricultural produce, produced in the above lands at the rates per Qtl. Mentioned against each.

| Sl. No. | Name of the Agricultural Produce | Variety and specific quality | Quantity (in Qtl.) | Rate per Qtl. |
|---------|----------------------------------|------------------------------|--------------------|---------------|
| 1 | 2 | 3 | 4 | 5 |
| | | | | |
| | | | | |

(iii) The agricultural produce particulars of which are mentioned in Clause (i) will be supplied by the party of the First part to the party of the Second part within the period of _____ months/ _____ days from the date hereof, and it is expressly agreed between the parties hereto that this agreement is for agricultural produce particulars of which are described in clause (ii) and for a period of _____ months/ _____ days only; and after the expiration of said period, this agreement shall automatically come to an end.

(iv) The party of the First part agrees to adopt instructions / practices in respect of Land preparation, nursery, fertilization, pest management, irrigation, harvesting and any other practices as suggested by the party of the Second part from time to time and cultivate and produce the items as per specifications mentioned under clause (i).

(v) The party of the Second part hereby agrees to provide the following inputs and services to the party of the First part during the period of cultivation and post harvest management, and shall be entitled to recover the cash advances, if any, and the cost of the inputs and services received by the party of the First part at the agreed rates.

| Sl. No. | Inputs and services provided | Agreed unit cost | Quantity / Amount | Total cost / amount recoverable in (Rs.) |
|---------|------------------------------|------------------|-------------------|--|
| 1 | 2 | 3 | 4 | 5 |
| 1. | Cash Advances | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |

(vi) The party of the Second part or its representatives at their costs shall have the right to enter the premises / fields of the party of the First part to monitor farming practices adopted and the quality of the produce from time to time.

(vii) The party of the Second part shall pay to the party of the First part the cost of the produce delivered calculated at the agreed rates after deducting all outstanding advances given and the costs of the inputs and services provided to the party of the First part by the party of the Second part, within three working days of the date of delivery having duly indicated the date, mode of payment and place of payment at the time of delivery.

(viii) It is expressly agreed by and between the parties hereto that delivery will be as per the following terms and conditions and purchase bill in Form No.XXII will be issued immediately after the delivery:

(a) It will be the responsibility of the party of the First Part to bring his produce to any of the following identified delivery points at his cost wherein the quantity shall be weighed 100% and packed in standard weight.

| Name of the produce | Delivery Point | Dates |
|---------------------|----------------|-------|
| | | |
| | | |
| | | |

(b) It shall be the responsibility of the party of the Second part to take into possession the contracted produce at the delivery point agreed after it is offered for delivery and to transport and store at his cost thereafter.

(c) In case the party of the Second part fails to take delivery of the produce within _____ (date), then the party of the First part will be free to sell the agricultural produce contracted to any other party in the market yard or in the open market, and if he gets a price less than the price contracted, the difference will be on account of the party of the Second part and the party of the Second part shall be liable for the said difference and pay this to the party of the First part after adjustment of advances paid by him and his investments in the cost of inputs and services provided, within a period of _____ days.

(ix) The party of the First part agrees to supply the quantity contracted according to the quality specifications stipulated in clause (ii). If the agricultural produce is not as per the agreed quality standards, the party of the Second part will be entitled to refuse to take the delivery of the agricultural produce only on this count. Then the party of the First part shall be free to sell the produce:

(a) to the party of the Second part at a mutually renegotiated price

OR

(b) in the open market or in the market yard; and if he gets a price less than the price contracted, he will pay proportionately less to the party of the Second part, for his investments made in the contract farming by way of cash advances and the cost of inputs and services provided to the party of the First part.

(x) The parties agree that the usual *force majeurs* clause shall apply and that the party of the First Part shall be free from his obligation to deliver the specified goods in case of destruction or damage to the crop by a natural calamity like flood, cyclone, severe drought, hailstorm etc. or abnormal weather condition or outbreak of an epidemic affecting the crop and all other acts of God or any act of the State or the Central Govt. occurring on or after the effective date of this agreement which prevent totally or partially the fulfillment of such obligation by the party of the First Part.

Provided that the party of the First Part for invoking such acts shall, on request of the party of the Second Part, provide evidence of the existence of such acts or events which shall consist of a statement or certificate of the appropriate authority; or if such statement or certificate cannot reasonably be obtained, as a substitute thereof, by making a notarial statement describing in details the facts forming the basis of his claim and the reasons why such a certificate or statement confirming the existence of such facts cannot be obtained.

(xi) The party of the First Part shall insure the crop, production of which is taken up under this agreement, and the party of the Second Part shall pay to the party of the First Part half the insurance premium, the other half being borne by the party of the First Part; and if the party of the First Part

so requests the party of the Second Part shall advance to him the whole premium amount for insuring the crop and shall recover fifty per cent thereof being the share of the party of the First Part, from the price payable to the said party of the First Part for the produce delivered by him under this agreement; and the parties further agree that to the extent that the amount received by the party of the First Part for the specified crop in the event of loss or damage thereof from the Insurance Company towards indemnity against crop loss and from the part of the Second Part towards the price of the quantity delivered taken together is less than the value of the quantity contracted for delivery at the agreed price, the party of the First Part shall repay to the party of the Second Part for the investment in the crop including cash advances and cost of inputs and services proportionately less.

(xii) It is agreed between the parties hereto that this agreement shall not stand on the way of any agreement being entered into by either one or both the parties with any third party regarding supply of credit or inputs or any services to the party of the First Part for his farming operations, and also the dues towards that being recovered from the payments receivable by the party of the First part towards the value of the agriculture produce delivered by him to the party of the Second part, and paid to such third party under any such agreement by the party of the Second part.

(xiii) The party of the Second part will have no rights whatsoever as to the title, ownership, possession of the land or property of the party of the First part, nor will it in any way alienate the party of the First part from the land and property particulars not mortgage, lease, sub-lease or transfer any land or property of the party of the First part in any way to any other person / institution during the continuance of this agreement.

(xiv) The party of the Second part confirms that he has registered himself with the Secretary of the Regulated Market Committee of _____ in the District of _____ on _____ and shall pay the fees in accordance with the law prevailing in this regarding to the said Regulated Market Committee which has jurisdiction to regulate the marketing of agricultural produce cultivated on the land described in this Agreement.

(xv) The party of the Second part shall submit true copy of the agreement signed by the parties within a period of 15 days from the date of execution thereof, to the Government and the Director as required under the Orissa Agricultural Produce Market Act, 1956.

(xvi) Termination / Cancellation of the Contract will be with the consent of both the parties. Such termination / cancellation deed will be communicated to the concerned Regulated Market Committee within 15 days of such termination / cancellation for registration and record.

(xvii) In the event of any dispute or difference arising among the parties hereto or as to the rights and obligations under this agreement or as to any claim, monetary or otherwise of one party against

the other or as to the interpretation and effect of any terms and conditions of this agreement, such dispute or difference shall be referred to the Director of Agricultural Marketing, Orissa.

(xviii) In case of change of address of any party to this agreement, it should be intimated to the other parties and also to the Director and the concerned Regulated Market Committee.

(xix) Each party hereto agrees to abide by the provisions of the Orissa Agricultural Produce Markets Act, 1956 and the rules framed thereunder.

(xx) Each party hereto will act in good faith diligently and honestly with the other in the performance of their responsibilities under this agreement and nothing will be done to jeopardize the interest of the others.

In witness whereof the parties have signed this agreement on the _____ day, _____ month and _____ year first above mentioned.

SIGNED, SEALED AND DELIVERED by the
within named "PARTY FO THE FIRST PART
in the presence of

1. _____
2. _____

SIGNED, SEALED AND DELIVERED by thereafter
Within named PARTY OF THE SECOND PART)
in the presence of

1. _____
2. _____

FORM XXI

ANNUAL REGISTER FOR RECORD OF CONTRACT FARMING AGREEMENTS

[See Rule 24-T (1)]

[To be maintained by the concerned Market Committees Under Rule-24-T(I)]

1. Registration No. of the Agreement :

2. Name of the parties with address.

Contract Farming Sponsor : _____

Contract Farming Producer(s) : _____

3. Date of agreement:

4. Date on which the agreement will expire :

5. Detail of Area under Contract Farming along with name of crop / produce:

| Village | Khata No. | Plot No. | Area | Crop Sponsored |
|------------|-----------|----------|------|----------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total Area | | | | |

FORM-XXII

FORM OF PURCHASE BILL FOR ISSUE BY THE
CONTRACT FARMING SPONSOR TO THE PRODUCER

To

Shri /Smt _____
 (Name of Contract Farming Producer)
 Village: _____
 G.P. _____
 Block _____
 R.M.C. _____

Sir / Madam,

I hereby acknowledge that I, representing _____, have taken delivery of the agricultural commodities of the following description produced by you for us under contract farming agreement, valued at the rate specified against each entry as mutually agreed at the time of delivery on the basis of the quality and condition of the produce delivered with reference to the contracted price and quality specifications; and undertake to pay you on or before _____ (date) at _____ the above value for your produce, after deducting the cost of the inputs, and services provided and cash advances made for growing the crop under the agreement as would be outstanding against you.

| Name of the Agricultural produce delivered | Grading | Quantity delivered of each grade | Rate at which accepted grade-wise (Rs. Per Qtl.) | Value (in Rupees) |
|--|---------|----------------------------------|--|-------------------|
| | | | | |
| | | | | |
| | | | | |
| | | Total: | | |

Place: _____

Date: _____

Signature & Seal of
 Contract Farming Sponsor or his
 Authorised Agent.

FORM XXIII
ANNUAL ACCOUNTS OF CONTRACT FARMING OPERATIONS
[See Rule 24-X]

To

The Secretary,

_____ R.M.C.

1. Name of the Contract Farming Sponsor _____
2. Business address _____

3. Registration No. _____

4. Extent of Area in which Contract Farming sponsored with details crop-wise:

| Sl. No. | Name of Village (Crop Name)» | Area (in Ac) covered in the village under each crop under Contract Farming | | | | | | |
|------------|---------------------------------|--|--------|--------|--------|--------|--------|-------|
| | | Crop-1 | Crop-2 | Crop-3 | Crop-4 | Crop-5 | Crop-6 | Total |
| 1 | | | | | | | | |
| 2 | | | | | | | | |
| 3 | | | | | | | | |
| 4 | | | | | | | | |
| 5 | | | | | | | | |
| 6 | | | | | | | | |
| 7 | | | | | | | | |
| 8 | | | | | | | | |
| 9 | | | | | | | | |
| 10 | | | | | | | | |
| | Grand Total | | | | | | | |

5. Quantity of different produce purchased under the terms of the contracts and value:

| Sl. No. | Name of Crop | Quantity Purchased as per Contract | Cost payable for the quantity purchased |
|---------|---------------|------------------------------------|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| | Total volume: | | |

6. Amount advanced to the Contract Farming producers as cash advance and cost of inputs/services

| | | |
|----|---------------------------------------|--|
| 1. | Cash Advances | |
| 2. | Cost of Seeds / Planting Material | |
| 3. | Cost of Fortilisers / Manure | |
| 4. | Cost of Pesticides & Plant protection | |
| 5. | Cost of Extension services | |
| 6. | Cost of other services | |
| | Total | |

7. Net amount payable to Contract Farming Producers :
after adjustment of the advances.
8. Amount actually paid to the Contract Farming Producers against above :
9. No. of producers with whom Contract Farming taken up
10. No. of producers whose dues towards payment for the produce delivered has been fully discharged.

Date

Signature of Contract Farming Sponsor

[No.9420/Coop.]
By order of the Governor

MADHUR SARANGI

Principal Secretary to Government

ORISSA AGRICULTURAL PRODUCE MARKETS (AMENDMENT) RULES, 2007

GOVERNMENT OF ORISSA
CO-OPERATION DEPARTMENT